

932

A G R E E M E N T

BETWEEN

BOROUGH OF DEMAREST  
AND

TEAMSTERS LOCAL 945

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

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## **ARTICLE I**

### **PREAMBLE**

THIS AGREEMENT, entered into this day of October, 1994, by and between the BOROUGH OF DEMAREST, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "BOROUGH"; and LOCAL 945 TEAMSTERS, hereinafter called the "UNION", represents the complete and final understanding on all bargainable issues between the BOROUGH and the UNION.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

A. The Borough of Demarest hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department, after advance notice thereof to the employees to require compliance by the employees, is recognized.

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4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.

5. To set rates of pay for temporary, probationary or seasonal employees.

6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

9. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department of Public Works (D.P.W.).

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq., or any other national, state, county or Local laws or regulations.

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## ARTICLE III

### MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall be deemed grounds for disciplinary action.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned supporting any such activity by any other employee or group of employees of the Borough, and that the Union Steward will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union or its members.

## ARTICLE IV

### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

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B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the Department.

C. With regard to employees, the term "grievance" as used herein means an appeal to an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Borough, the term "grievance", as used herein, means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE: The aggrieved employee or the Union Steward shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days, shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within ten (10) calendar days of the initial discussion with the Supervisor, the employee or the Union Steward may present the grievance in writing within ten (10) calendar days thereafter to the Superintendent of Public Works. The written grievance of this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The Superintendent of Public Works will answer the grievance in writing within ten (10) calendar days of the receipt of the written grievance.

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STEP THREE: If the Union Steward wishes to appeal the decision of the Superintendent of Public Works, such appeal shall be presented in writing to the Mayor and Council within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council or its designee shall respond in writing to the grievance within thirty (30) days of submission. Such decision shall be final and binding upon the parties.

E. Upon prior notice to and authorization of the Mayor and Council, the Union Steward shall be a member of the Grievance Committee to confer with employees and the Borough on specific grievances, in accordance with the grievance procedure set forth herein, during work hours of employees without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Demarest, or require the recall of off-duty employees. Such requests shall not be arbitrarily denied.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

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## ARTICLE V

### SALARIES

#### A. 1994:

There shall be granted a FOUR PERCENT (4.0%) increase for 1994 for all employees covered by this Agreement, retroactive to January 1, 1994.

#### 1995:

There shall be granted a FOUR PERCENT (4.0%) salary increase on January 1, 1995 for all employees covered by this Agreement.

#### 1996:

There shall be granted a FOUR PERCENT (4.0%) salary increase on January 1, 1996 for all employees covered by this Agreement.

B.1. The Union members shall be divided into the following classifications:

Mechanic
Operator - Grade 1
Operator - Grade 2
Laborer - Grade 1
Laborer - Grade 2
Laborer - Grade 3 (entry level)

2. Employees shall move from Laborer - Grade 3 through Laborer - Grade 2, Laborer - Grade 1, Operator - Grade 2 and finally Operator - Grade 1 based upon years of service as set forth hereinafter; the Mechanics classification is not included in the step process.

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a. All employees hired prior to January 1, 1994 shall proceed to the classification determined by stepping said employee up one classification for each five (5) years of service to the Borough, counted from the employee's date of hire as a DPW employee, beyond the classification of Laborer - Grade 2 and continuing in that fashion on each five year anniversary hereafter. In this manner, each member of the Union who was an employee on December 31, 1993, shall reach Operator - Grade 1 by no later than the employee's fifteen (15) year anniversary of his or her date of hire (excepting employees who have exceeded fifteen (15) years as of the date of this Agreement who shall henceforth have the classification of Operator - Grade 1).

b. Employees hired after December 31, 1993 shall step up through the classifications on each five (5) year anniversary of the employee's date of hire so that said employees shall reach each classification as follows:

Laborer	- Grade 3	- first five years
Laborer	- Grade 2	- beginning year 6
Laborer	- Grade 1	- beginning year 11
Operator	- Grade 2	- beginning year 16
Operator	- Grade 1	- beginning year 21

SEE SCHEDULE A ATTACHED HERETO.

## ARTICLE VI

### OVERTIME

A. Overtime shall be paid for all work performed in excess of the standard forty (40) hour week, at the rate of one and one-half (1 & 1/2) times the computed hourly rate. Permanent full-time employees shall not be paid overtime until said employee shall have worked the standard number of weekly hours above. Overtime other than overtime during an employee's weekly call time, shall be assigned on the basis of rotating seniority to the extent that the employee next in rotation has the qualifications deemed necessary by the Superintendent to perform the task(s) at hand. It is intended that as much as reasonably possible, all employees should receive equal offers of overtime. If an employee is passed over for overtime because he is deemed unqualified for the task(s) required, he shall remain first on the rotating seniority list until his services are utilized for overtime work.

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B. Overtime work will be kept to a minimum, except in cases of emergency and must be authorized in advance by the Department Head.

C. Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. However, this will not reduce the employee's obligation to work overtime when assigned. The superintendent will use his best efforts to assign any required overtime to those employees who volunteer for it.

D. Double time shall be paid for Sundays, holidays, Christmas Eve and New Year's Eve.

E. Standby schedule will be rotated so that duty during holidays will be distributed equitably.

## ARTICLE VII

### VACATIONS

The following vacation schedule is applicable to all employees in the Unit:

#### A. Full-Time Employees:

1. The vacation season begins on the second Monday in April and ends on the second Monday in October. It is the responsibility of the department head to schedule employees to use all of their vacation time for which they are eligible. The only exception should be cases where, because of unusual operating requirements, management is unable to arrange for time off. In such cases, vacation carry-over should be authorized.

2. New employees. All new employees on the payroll as of January 1, will receive credit for one vacation day for each full calendar month of employment prior to January 1, not to exceed ten (10) vacation days.

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3. Employees with more than one (1) year of service shall be granted vacation with pay as follows:

1	year, but less than 5 years.....	10 days
5	years, but less than 10 years.....	15 days
10	years, but less than 15 years.....	20 days
15	years.....	22 days

Date of employment shall be used to compute vacation time.

B. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Department Head, and further subject to any special provision that the Department Head, in his reasonable discretion, determined to be in the best interest of the Borough.

C. A vacation period of one work week must be taken at one time. Vacation periods of more than one week may be taken in consecutive weeks upon approval by the Supervisor, or, in the case of a Supervisor, upon the approval of the Council member in charge of the Department. However, vacation period of two, three or four work week periods may, at the option of the employee, be divided into weekly periods.

D. The time of the year of the vacation shall be determined by the Department Head with due regard for the wishes of the employees, and with particular regard for the needs of the Department. Insofar as possible, the employee with the longest continuous service shall have preference in the assignment of vacation periods.

E. Vacations shall be so scheduled as to obviate the need for temporary increases in personnel. Schedules shall be subject to any adjustments necessary for the best interests of the Department. No changes in vacation schedules shall be permitted by the employees, except by permission of the head of the Department. All requests shall be submitted in writing by March 15th of the calendar year in which the vacation is to be taken. No more than two (2) men shall be permitted to be on vacation at any time.

F. No refund of vacation time shall be allowed to illness incurred while on vacation leave.

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## ARTICLE VIII

### SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty because of illness, accident or exposure to a contagious disease requiring isolation.

B. Only full-time permanent employees shall be entitled to sick leave with pay as follows:

A maximum of fifteen (15) days per year, per man.

C. An employee who has been absent on sick leave for three (3) or more consecutive work days will be required to submit acceptable medical evidence substantiating the illness. The Superintendent of the Department of Public Works may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

In all cases of reported illness or disability suffered by an employee, the Borough reserves the right to send for a medical physician to examine the employee and to report on the condition to the Department Head and/or the Borough Clerk.

D. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the employee at weekly or bi-weekly periods from the attending physician and/or a Borough medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

E. The rules which follow apply to the payment of salaries during periods of illness or disability of regular, permanent full-time employees. Permanent part-time and/or seasonal temporary employees are not entitled to compensation for such absences.

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F. No employee shall be allowed to work and endanger the health and well-being of other employees, and if the employee's condition warrants, the employee may be directed to take sick leave. The Superintendent may direct the employee to the Borough physician for an opinion as to the eligibility of the employee to be absent from work.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out the orders of the attending physician.

2. When, in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes.

3. When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Borough physician.

5. When the supervisor is unable to contact the employee, unless the employee has notified his supervisor in advance of medical appointments scheduled for and kept by the employee.

H. The recommendation of the Borough medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness, or of the fitness of the employee to return to duty, shall be considered by the Superintendent of Public Works. The Superintendent of Public Works reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor.

I. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

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J. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional service that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

K. If any employee is absent from work for reasons that entitle him to sick leave, the Superintendent, or his designated representative, shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and does not notify his Department Head or some other responsible representative of the Borough on any of the first two (2) days, will be subject to dismissal, absent extenuating circumstances.

L. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

## ARTICLE IX

### FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed three (3) days.

B. The "immediate family" shall include only mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, stepparents and grandparents of employee.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of bereavement.

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E. An employee may make a request of the Superintendent or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if reasonable, will be granted by the Superintendent or his designated representative for a reasonable time. It shall be charged, at the option of the employee, either as a sick day or against accumulated compensatory time off, or against any unused vacation leave.

#### ARTICLE X

##### INSURANCE

A. The Borough shall provide hospitalization insurance coverage and major medical insurance similar to that proposed to the Union at an insurance meeting held for that purpose on September 27, 1994, which overall benefit package will be nearly equal or superior to that in effect in 1993.

B. The Borough has the right to change insurance carriers or institute a self-insurance program so long as substantially equivalent type benefits are provided as an overall package.

#### ARTICLE XI

##### DISABILITY

A. Bargaining unit members shall be entitled to receive disability payments pursuant to and limited by the established practices of the Borough.

#### ARTICLE XII

##### DENTAL

A. All full-time employees shall be entitled to participate in the Borough Plan on employee-only basis.

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## ARTICLE XIII

### HOLIDAYS

A. All permanent employees shall receive thirteen (13) holidays with compensation at the regular rate of daily compensation in each calendar year. The holiday schedule shall include the following holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day (last Monday in May)
6. Independence Day (July 4th)
7. Labor Day (first Monday in September)
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day (fourth Thursday in November)
11. Friday after Thanksgiving
12. Christmas Day
13. Martin Luther King, Jr. Day

B. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday.

C. In order to be entitled to the above paid holidays, the employee must work the regular workdays before and after the holiday, except that if a holiday falls within an employee's vacation, the employee will receive an additional day of vacation.

D. Where it is necessary to maintain service requiring an employee to work on an official holiday, that employee may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the department head.

E. Should an official holiday occur when an employee is on sick leave, he shall not have that holiday charged against his sick leave.

F. Standby - See Article VI, Item "E".

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## ARTICLE XIV

### MILITARY LEAVE

The Borough agrees to provide all employees with military leave in accordance with Federal and State Statutes.

Any full-time employee who is a member of the National Guard or reserve components of the military or naval service of the United States and is required to perform active duty for training periods, shall be granted a leave of absence with pay for the periods of such training. The amount of such paid leave, unless the employee elects to use his annual vacation leave, shall be the difference between the employee's salary for the leave period and the amount of money received from the State or Federal Government for such service. When an employee has been called to active duty, or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence, without pay, for the duration of such active service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty with the Borough within sixty (60) days following his honorable discharge from the military or naval service.

## ARTICLE XV

### LEAVE OF ABSENCE

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting, in writing, all facts bearing on the request to his supervisor, who will append his recommendations and forward said request to the Mayor and Council. The Mayor and Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Mayor and Council. Such leave of absence shall not be deemed to be a part of the absence. Holidays occurring at the beginning of or end of an excused leave of absence are part of the absence if the employee is not available for work.

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## ARTICLE XVI

### CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union, and verified by the Borough Clerk or his designee, during the month following the filing of such card with the Borough.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change, and shall furnish to the Borough with new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk or his designee.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Clerk or his designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

## ARTICLE XVII

### DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

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B. The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## ARTICLE XVIII

### PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of nine (9) months. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

## ARTICLE XIX

### SENIORITY

A. Seniority: Seniority is defined as employment based on the length of continuous service with the Borough from the date of hire within the Department of Public Works.

B. Seniority List: A seniority list shall be made available to the Union once a year, on or before February 1st, showing the date of hire or last date of rehire of all employees in the bargaining unit.

C. Seniority shall prevail only in matters of economic layoff, recall, vacation choices and overtime selection. The persons or person last hired shall have the last preference.

D. An employee shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of hiring.

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## **ARTICLE XX**

### **JURY LEAVE**

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Borough the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, up to a maximum of five (5) days per year, subject to the following conditions:

1. The employee must notify his D.P.W. Commissioner immediately upon receipt of a Summons for jury service.

2. The employee has not voluntarily sought jury service.

3. The employee is attending jury duty during vacation and/or other time off from the Borough employment.

4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee attending jury duty is released by the Court prior to twelve o'clock noon, he/she must return to work that day in order to receive pay for that day.

## **ARTICLE XXI**

### **WORK BREAKS**

Employees shall be permitted two (2) work breaks per work day of fifteen (15) minutes. The time shall be determined by the Superintendent.

## **ARTICLE XXII**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application shall be deemed invalid by a court of competent jurisdiction, such invalidity shall not be deemed to effect the validity of any other provisions of the agreement.

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## ARTICLE XXIII

### FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## ARTICLE XXIV

### LONGEVITY

All full-time, permanent employees hired prior to January 1, 1994 shall be entitled to longevity payments as set forth in the following Schedule:

After 3 years of service.....	1%
After 6 years of service.....	2%
After 9 years of service.....	3%
After 12 years of service.....	4%
After 15 years of service.....	5%
After 18 years of service.....	6%
After 21 years of service.....	7%

No employee of the Union hired after December 31, 1993 shall be entitled to or receive longevity payments.

## ARTICLE XXV

### TERM OF CONTRACT

This Agreement shall be effective from January 1, 1994, and shall terminate on December 31, 1996. This Agreement shall continue in full force and effect after its termination date until the execution of a successor Agreement between the parties.

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## ARTICLE XXVI

### BULLETIN BOARDS

The Borough shall permit the Union appropriate use of bulletin boards customarily used to post notice to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities, and concerning other appropriate notice with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the D.P.W. Commissioner with a covering letter authorizing the posting of such notice, and signed by the Steward over the seal of the Union organization.

## ARTICLE XXVII

### PERSONNEL FILES

A. Established personnel files are confidential records which shall be maintained under the direction of the D.P.W. Commissioner, or his designee.

B. Employees covered under this Agreement may review any written evaluation reports or written complaints which may be contained in his personnel file.

C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut same, in writing, if he so desires.

D. Access to personnel files shall be limited to the employee concerned (or his designee), the Mayor, Council, legal counsel, Superintendent of the Department, Foreman of the Department, and the Borough Clerk.

## ARTICLE XXVIII

### MISCELLANEOUS PROVISIONS

A. Personal Days. Each employee in this unit will be allowed three (3) personal days per year. Personal days will be

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permitted in half day increments. It will not be necessary to give a reason for the use of a personal day if five (5) days or more notice that a personal day will be used is given. It is agreed that if less than five (5) days is given, a specific and adequate reason must be given for the use of that personal day and approval of the Head of the Department must be obtained.

B. Two employees shall remain on "weekly call" when requested by the Superintendent, and shall be paid as follows:

\$80.00 per week during the term of this contract

C. Five (5) pairs of shirts and trousers, as well as two (2) jackets are to be issued as a clothing allowance from the Borough to the employees.

D. There shall be an annual shoe allowance given to each member of the unit, as follows:

\$175.00 per year for each year during the term of this contract

Payment for the shoe allowance shall be made the first week of June of each year.

E. The Borough will pay a \$10.00 meal allowance if the employee works in excess of six (6) consecutive hours overtime.

F. The Borough will allow permanent installation of AM-FM radios in D.P.W. vehicles if there is no cost factor to the town.

#### SCHEDULE A

	<u>1994</u>	<u>1995</u>	<u>1996</u>
Mechanic*	\$40,087.40	\$41,690.90	\$43,358.54
Operator, Grade 1	\$37,144.68	\$38,630.47	\$40,175.69
Operator, Grade 2	\$35,882.28	\$37,317.57	\$38,810.27
Laborer, Grade 1	\$34,618.65	\$36,003.39	\$37,443.53
Laborer, Grade 2	\$32,389.73	\$33,685.32	\$35,032.73
Laborer, Grade 3	\$24,000.00	\$24,000.00	\$24,000.00

\*If during the term of this contract a Mechanic is hired, that employee shall commence employment at an annualized salary of \$35,000.00; thereafter at the commencement of each calendar year during the contract term, that employee's annual salary shall increase by 4%.

\*\*If during the term of this contract a Laborer, Grade 3 is hired, that employee(s) shall commence employment at an annualized salary of \$24,000.00; thereafter at the commencement of each calendar year during the contract term, that employee(s)' annual salary shall increase by 4%.

UNION MS  
COMPANY CC

IN WITNESS WHEREOF, the Borough has caused this Agreement to be signed by its Mayor, attested to by its Borough Clerk and its municipal seal to be hereuntil affixed; and the Union has likewise signed and sealed this Agreement on the day and year first above written.

ATTEST:

Carol A. Kroepke  
Carol A. Kroepke, Borough Clerk

BOROUGH OF DEMAREST

By: Richard D. Schooler  
Richard D. Schooler, Mayor

TEAMSTERS LOCAL 945

Michael Sheehan

Louis Tomas

Bob Detyle

Robert D. P. Roy

Bob Miller

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Maria Beecon

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UNION MS  
COMPANY CE

ORDINANCE NO.

AN ORDINANCE TO FIX THE SALARIES, WAGES AND COMPENSATION OF THE MEMBERS OF THE DEPARTMENT OF PUBLIC WORKS OF THE BOROUGH OF DEMAREST, COUNTY OF BERGEN AND STATE OF NEW JERSEY FOR THE YEARS 1994, 1995, 1996

SECTION 1. That the annual salaries of the following members of the Department of Public Works of the Borough of Demarest shall be paid in bi-weekly installments and fixed in the amounts set opposite their respective titles:

	<u>1/1/94</u>	<u>1/1/95</u>	<u>1/1/96</u>
Mechanic*	\$40,087.40	\$41,690.90	\$43,358.54
Operator, Grade 1	\$37,144.68	\$38,630.47	\$40,175.69
Operator, Grade 2	\$35,882.28	\$37,317.57	\$38,810.27
Laborer, Grade 1	\$34,618.65	\$36,003.39	\$37,443.53
Laborer, Grade 2	\$32,389.73	\$33,685.32..	\$35,032.73
Laborer, Grade 3	\$24,000.00	\$24,000.00	\$24,000.00**

SECTION 2. All salaries for the year 1994 shall be retroactive to be effective January 1, 1994. All salaries for the year 1995 shall be effective January 1, 1995. All salaries for the year 1996 shall be effective January 1, 1996.

SECTION 3. All other terms and conditions of employment contained in a certain Agreement entered into between the parties for the year 1994, 1995 and 1996 are hereby incorporated by reference as if set forth at length.

SECTION 4. The aforementioned appointments, positions, employments and policies are hereby created, confirmed and ratified. All other employees not specifically mentioned herein shall receive such hourly/yearly wages as the Mayor and Council deem fair and reasonable for services rendered.

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\* If during the term of this contract a Mechanic is hired, that employee shall commence employment at an annualized salary of \$35,000.00; thereafter at the commencement of each calendar year during the contract term, that employee's annual salary shall increase by 4%.

\*\* If during the term of this contract a Laborer, Grade 3 is hired, that employee(s) shall commence employment at an annualized salary of \$24,000.00; thereafter at the commencement of each calendar year during the contract term, that employee(s)' annual salary shall increase by 4%.

SECTION 5. This Ordinance shall repeal all ordinances or parts thereof inconsistent herewith.

SECTION 6. This Ordinance shall take effect upon passage and publication as provided by law.

ATTEST:

BOROUGH OF DEMAREST

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Carol A. Kroepke, Borough Clerk

Richard D. Schooler, Mayor

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